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EXAMINER

CAMPEN, KELLY SCAGGS

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte RICHARD G. MOORE,
DAVID K. VOGNSEN, and
ANNA M. APPLEBY

Appeal 2010-002558
Application 09/873,001
Technology Center 3600

Before HUBERT C. LORIN, ANTON W. FETTING, and
BIBHU R. MOHANTY, *Administrative Patent Judges*.

LORIN, *Administrative Patent Judge*.

DECISION ON APPEAL

STATEMENT OF THE CASE

Richard G. Moore (Appellants) seek our review under 35 U.S.C. § 134 of the final rejection of claims 29-50. We have jurisdiction under 35 U.S.C. § 6(b) (2002).

SUMMARY OF DECISION

We AFFIRM-IN-PART.¹

THE INVENTION

Claim 29, reproduced below, is illustrative of the subject matter on appeal.

29. A system for accessing prepaid services information, comprising:

a web portal configured to present information relating to a plurality of prepaid services offered by different prepaid service providers; and

a database configured to store a plurality of user profiles, each user profile specifying user account information identifying the prepaid services of a plurality of the prepaid service providers, wherein the web portal is further configured to transmit the user account information stored in a user profile to a respective user,

and to receive from the respective user a selection of one or more of the prepaid services identified in the transmitted user account information.

¹ Our decision will make reference to the Appellants' Appeal Brief ("App. Br.," filed Jun. 1, 2009) and Reply Brief ("Reply Br.," filed Nov. 3, 2009), and the Examiner's Answer ("Answer," mailed Sep. 3, 2009).

THE REJECTIONS

The Examiner relies upon the following as evidence of unpatentability:

Mackenthun	US 5,969,318	Oct. 19, 1999
Domenikos	US 2001/0047386 A1	Nov. 29, 2001
Anderson	US 2002/0091572 A1	Jul. 11, 2002
Bellosguardo	US 7,222,097 B2	May 22, 2007

The following rejections are before us for review:

1. Claims 29-41 are rejected under 35 U.S.C. §103(a) as being unpatentable over Domenikos and Anderson.
2. Claims 42-48 are rejected under 35 U.S.C. §103(a) as being unpatentable over Anderson and Domenikos.
3. Claim 49 is rejected under 35 U.S.C. §103(a) as being unpatentable over Anderson and Mackenthun.
4. Claim 50 are rejected under 35 U.S.C. §103(a) as being unpatentable over Anderson, Mackenthun, and Bellosguardo.

ISSUE

The basic issue is whether the Examiner has made out a prima facie case of obviousness for the claimed subject matter over the cited prior art as rejected.

ANALYSIS

The rejection of claims 29-41 under 35 U.S.C. §103(a) as being unpatentable over Domenikos and Anderson.

We will reverse the rejection.

The difficulty with the rejection lies in the Examiner's rationale.

According to the Examiner (Answer 3), [0008], [0010], and [0011] of Domenikos discloses "a web portal configured to present information relating to a plurality of prepaid services offered by different prepaid service providers" (claim 29, the independent claim)). This was the initial position. We have reviewed the relied-on passages in Domenikos but have been unable to find disclosure there of "a web portal configured to present information relating to a plurality of prepaid services offered by different prepaid service providers." There is disclosed a user interface granting a user access to a plurality of vendors [0008] and there is a provision whereby a server may add a prepay function [0010]. But there is no disclosure of "a web portal configured to present information relating to a *plurality of prepaid services offered by different prepaid service providers*" as the Examiner has argued.

The Examiner appears to have taken a different position in response to the Brief. Responding to the Appellants' argument that the limitation at issue is not disclosed in Domenikos (App. Br. 5-6), the Examiner argued instead that the limitation would have been obvious over Domenikos in light of Anderson because "Domenikos provides that these "multiple accounts" are from a *plurality of prepaid service providers*" (Answer 14, emphasis added) and "Anderson teaches transmitting information identifying a plurality of services from a single service provider" (Answer 13). The Examiner concluded that "[o]ne of ordinary skill in the art would look to other prepaid card systems [i.e., Anderson] in order to improve the invention of

Domenikos.” Answer 14. The difficulty with this position is that we have been unable to find any disclosure of a *plurality of prepaid* service providers in the cited prior art as the Examiner has asserted.

Accordingly, a *prima facie* case of obviousness has not been established in the first instance for the claimed subject matter whereby “a web portal [is] configured to present information relating to a plurality of prepaid services offered by different prepaid service providers” over the cited prior art combination.

The rejection of claims 42-48 under 35 U.S.C. §103(a) as being unpatentable over Anderson and Domenikos.

Here, the Examiner’s position is that Anderson discloses the claimed process but for receiving “information relating to a plurality of prepaid services offered by a plurality of prepaid service providers” (claim 42). Answer 8. The Examiner takes the position Domenikos discloses a user interface granting a user access to a plurality of vendors. According to the Examiner, the combination of the two would lead one to the claimed process.

To reach the legal conclusion of obviousness, the Examiner found that “Anderson discloses a prepaid service interface system and method comprising a web portal (figure 1) configured to present information relating to a plurality of prepaid services offered by a prepaid service provider.”

Answer 7. This is not disputed. (The Appellants state: “That is, at best, a user in Anderson et al. may request information relating to a prepaid service from a single service provider and the information relating to that prepaid

(or postpaid) service may be viewed by the user.” App. Br. 9.)

But it is disputed that one would be led to modify Anderson with Domenikos to reach the claimed process whereby “information relating to a plurality of prepaid services offered by a plurality of prepaid service providers” (claim 42) is received. According to the Appellants, Anderson provides information from a single provider and, while Domenikos discloses access to multiple vendors, there is nothing to lead one to provide information relating to a plurality of prepaid services offered by a plurality of prepaid service providers. According to the Appellants, the combination is a matter of hindsight, especially given that the claimed process further requires “retrieving a profile for the user, the profile specifying user account information corresponding to *one or more of the prepaid services of each of the plurality of prepaid service providers*; and *transmitting the information relating to the prepaid services for presentation to the user according to the profile*” (claim 42, emphasis added). App. Br. 9-13.

We have reviewed the cited art combination . We find that, on balance, the evidence does not weigh in favor of the Examiner’s position. The Examiner cited [0033] of Anderson as disclosing “each user profile specifying user account information relating to the prepaid services for presentation to one of the users according to the respective user profile.” Answer 8. But [0033] is not so specific. That passage describes a prepaid account module provided with an ability to maintain customer data. A profile specifying user account information corresponding to the prepaid service is neither disclosed nor suggested. Accordingly, one of ordinary skill in the art, given the relied-upon disclosures, would have no apparent reason

to “retriev[e] a profile for the user, the profile specifying user account information corresponding to *one or more of the prepaid services of each of the plurality of prepaid service providers*; and transmitting the information relating to the prepaid services for presentation to the user according to the profile” (claim 42, emphasis added).

For the foregoing reasons, we find that a prima facie case of obviousness has not been established in the first instance for the claimed subject matter.

The rejection of claim 49 under 35 U.S.C. §103(a) as being unpatentable over Anderson and Mackenthun.

Claim 49 calls for communicating with a plurality of databases including two prepaid databases supporting two providers’ prepaid services and presenting the services as a *bundled* service via a web interface.

The Examiner found that “Anderson discloses communicating with a plurality of databases that include a first prepaid database supporting a prepaid service, and a second prepaid database supporting a prepaid service, and presenting via a web interface, the prepaid services as bundled services (figure 3, paragraphs 29 and 30). Anderson fails to teach the prepaid services are from different service providers.” Answer 9-10.

Notwithstanding that claim 49 does not limit the two providers’ prepaid services so that they are different, claim 49 does require services from two providers. Based on our review of [0029] and [0030] of Anderson, what is disclosed there is communicating with a provider system supporting various prepaid services. See also [0033] (“The point of sale and customer

self-service interface 18 also enables a customer to review prepaid payment history, credits and adjustments, as indicated by event detail records from within the prepaid system 50, regardless of their origin of the transaction.”) Thus we agree with the Appellants’ argument that “Anderson et al. relates to but a single service provider” (App. Br. 14). Nevertheless, it would have been obvious to one of ordinary skill to merely double Anderson’s provider system and gain, predictably, two provider systems each supporting the same various prepaid services. *Cf. KSR Int’l Co. v. Teleflex Inc.*, 550 U.S. 398, 415-416 (2007). (“The combination of familiar elements according to known methods is likely to be obvious when it does no more than yield predictable results.”)

The Appellants argue that the claimed method additionally presents the services as a *bundled* service via a web interface. App. Br. 14 and Reply. Br. 5. The Specification provides no express definition for “bundled” and no evidence has been submitted establishing what one of ordinary skill in the art would understand the term “bundled” to mean. Accordingly, we give it the ordinary and customary meaning, which is a “package” (*See Webster’s New World Dictionary* 185 (3rd Ed. 1988)(entry 2 for “bundle”).) We note the Appellants have argued that Anderson discloses a “package solution” (App. Br. 14) and that this is in contrast to the instant “bundled service.” App. Br. 14. But as the Appellants argue it, the only difference is that the claimed “bundled service” is a presentation of prepaid service information from *two* providers rather than from just one provider as Anderson discloses. Accordingly, “bundled service” is reasonably broadly construed to cover presenting information from more than one source.

Anderson does disclose an interface presenting various prepaid services, albeit from a single provider. See [0033]. But doubling Anderson's provider system to gain, predictably, two provider systems each supporting the same various prepaid services would have the additional predictable result of presenting the various prepaid services of *both* systems as a "package" on the interface. In doing so, one would necessarily arrive at a "bundled service" presenting the prepaid service information from *two* providers. Accordingly, we find that it would have been obvious over Anderson to communicate with a plurality of databases including two prepaid databases supporting two providers' prepaid services and presenting the services as a *bundled* service via a web interface.

The rejection of claim 50 under 35 U.S.C. §103(a) as being unpatentable over Anderson, Mackenthun, and Bellosguardo.

We also shall sustain the standing 35 U.S.C. § 103 rejection of dependent claim 50 as being unpatentable over Anderson, Mackenthun, and Bellosguardo since the Appellants have not challenged such with any reasonable specificity, thereby allowing claim 50 to stand or fall with parent claim 49 (see *In re Nielson*, 816 F.2d 1567, 1572 (Fed. Cir. 1987)). See App. Br. 13-16 and Reply Br. 5-6.

CONCLUSIONS

The rejection of claims 29-41 under 35 U.S.C. §103(a) as being unpatentable over Domenikos and Anderson is reversed.

The rejection of claims 42-48 under 35 U.S.C. §103(a) as being

unpatentable over Anderson and Domenikos is reversed.

The rejection of claim 49 under 35 U.S.C. §103(a) as being unpatentable over Anderson and Mackenthun is affirmed.

The rejection of claim 50 under 35 U.S.C. §103(a) as being unpatentable over Anderson, Mackenthun, and Bellosguardo is affirmed.

DECISION

The decision of the Examiner to reject claims 29-50 is affirmed-in-part. That is, the rejection of claims 29-48 is reversed and the rejection of claims 49 and 50 is affirmed.

AFFIRMED-IN-PART

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